

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I, David Knowles, certify that I am the Mayor of the City of Leesburg named in the foregoing agreement; and that David Knowles who signed said agreement on behalf of the City of Leesburg was then Mayor of said City of Leesburg. That said agreement was duly signed for and on behalf of City of Leesburg by authority of its governing body, and is within the scope of its powers.

Signed: _____
DAVID KNOWLES, Mayor

< insert Seal of Authority >

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFAEN-13- L-00163

Geographical Location: Leesburg, Florida

This agreement is made and entered into by the City of Leesburg, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Leesburg International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 10/26/2012 and continuing through 09/30/2032. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-

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of-way to be over the area referred to as Leesburg International Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, seeding the soil of the premises, and removing all obstructions from the premises other than vertical structures, and any improvements on land leased to third parties which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the navigation, communication and weather facilities installed at the Airport by FAA. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport, provided that this does not obligate the City to pave or otherwise to provide a stabilized a parking facility in the direct vicinity of the navigational aid facility.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as Leesburg International Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. RESTORATION (April-10):

The FAA shall surrender possession of the Premises upon the date of expiration or termination of this MOA. Before such expiration or termination, the FAA shall, if requested by the owner and determined by the RECO to be in the best interest of the Government, restore the Premises to as good condition as that existing at the time of the FAA's initial entry upon the Premises under this MOA or a previous agreement or lease, except for ordinary wear and tear or damage by natural elements. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement.

with the owner, so long as determined by the RECO to be in the best interests of the Government.

No Implied Obligations:

Any obligation of the FAA under this MOA that requires the expenditure or obligation of funds is subject to the availability of funds. The FAA shall incur no liability under the MOA until funds that may be used for that purpose are appropriated. No provision in this MOA shall be interpreted to require an expenditure or obligation in violation of the Anti-Deficiency Act, 31 U. S. C. 1341.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:

City of Leesburg
P.O. Box 490630
Leesburg, Florida 34749

FEDERAL AVIATION ADMINISTRATION:

Federal Aviation Administration
Southern Region, ASO-55C
P.O. Box 20636
Atlanta, Georgia 30320

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease number **DTFA06-01-L- 04473**. Land Lease **DTFA06-01-L- 04473** is hereby terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. **OFFICIALS NOT TO BENEFIT (10/96)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

2. **COVENANT AGAINST CONTINGENT FEES (8/02)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without

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liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

3. ANTI-KICKBACK (10/96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

- A. Providing or attempting to provide or offering to provide any kickback;
- B. Soliciting, accepting, or attempting to accept any kickback; or
- C. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

13. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

LEESBURG INTERNATIONAL AIRPORT
AMERICA,

UNITED STATES OF

FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

14. SPECIAL STIPULATIONS FOR THE INSTALLTION AND OPERATION OF AUTOMATED WEATHER OBSERVING SYSTEM (ASOS) UNDER TERMS OF THIS AGREEMENT.

1. City shall maintain vegetation to less than 10 inches in height within 100 feet of the FAA's ASOS Site(s)
2. City shall notify FAA's airport operation maintenance office when construction or agricultural (tilling, mowing, harvesting, etc.) activity is scheduled or occurs that produces abnormal amounts of dust at the FAA's ASOS sensor equipment site(s).
3. City shall not construct adjacent to FAA's ASOS sensor(s) site, major paved surfaces, irrigated or drainage areas, or test/run-up facilities that may significantly alter temperature, humidity, or wind measurement.
4. City shall not create topographical surface changes (excavation or mounding) within 500 feet of ASOS sensor(s). Smooth and gradual surface changes are essential to representative wind measurement.
5. City shall keep trees within a 1000 radius of the FAA's ASOS sensor site(s) and on airport property trimmed and thinned so that growth does not progressively degrade the representativeness of wind measurements from the baseline conditions that existed upon installation.
6. Lessor agrees to plan airport development so new buildings and construction
 - a. Do not degrade wind speed /direction or temperature/humidity measurements.
 - b. Do not block or electronically interfere with the UHF data-link line-of-sight between ASOS sensor site(s) and FAA's ASOS ACU processor located in the FAA Equipment Room on the second floor of the ATCT.
 - c. Do not interrupt or endanger the steady supply of electrical power to the FAA ASOS sensor site(s) and ASOS processor, located in the FAA Equipment Room on the second floor of the ATCT;
 - d. Or so that acceptable alternative measures are jointly agreed to by the City and FAA before potentially disruptive construction or development is undertaken.
7. The City shall provide for the power access to the FAA ASOS ACU, and associated electrical equipment and cables to the FAA ASOS equipment.

List of Facilities

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